



## State Procurement Office

14th Floor Capitol Tower, 600 E Boulevard Ave Dept 012, Bismarck ND 58505-0310

A Division of the Office of Management & Budget

Contract Information							
Term Contract Name: 2007 Cargo Vans & SUVs							
Term Contract Number:	380						
Contract Period:	9/15/06 through 03/31/2007						
Contract Administrator:	Don Griffin						
Phone Number:	701-328-4912						
Fax Number:	701-328-1615						
Contractor Information							
Name:	Rydell Auto Center 2700 So. Washington St. PO Box 13398 Grand Forks, ND 58208	Stan Puklich Chevrolet 3701 State Street PO Box 1317 Bismarck, ND 58502					
Service Representative:	Dan Stoltman	Robert Leingang					
Toll Free Numbers:	II Free Numbers: 800-228-8285 800-552-2299						
Telephone Number:	701-772-7211	701-223-5800					
Fax Number:	701-772-8975	701-223-7958					
E-Mail:	gbryson@rydellchev.com	rleingan@yahoo.com					

Billing and Ordering Information: Purchase orders will be issued by individual state agencies. Billings are to be submitted to the agency submitting the purchase order. Since all billings, invoices, and credits must be processed by individual agencies before payment is made. submission of these items to the State Procurement Office will delay payment.

## **General Terms and Conditions:**

Freight Charges and Delivery. Delivery is to be made within 90 DAYS after receipt of the purchase order. If delivery requirements cannot be met within the specified time, the vendor must notify the ordering agency in writing of the delay and the approximate date delivery may be expected.

**Investigations.** The State reserves the right to make an investigation or investigations of the materials, equipment, supplies, qualifications, or facilities offered by the apparent low bidder or bidders. This investigation would be to determine whether or not the apparent low bidder or bidders could meet the requirements set forth in the solicitation.

Material and Workmanship. All material and workmanship shall be subject to inspection and testing by the state either at: (1) the point of manufacturer, or; (2) place of storage, or; (3) upon receipt.

## Specific Terms and Conditions:

**Assignments, Transfers, Etc.** Contracts as a result of this solicitation are not to be assigned, transferred, conveyed, sublet, or otherwise disposed of without previous consent, in writing, of the State Procurement Office. 4-03-04-03(I)

**Binding Contract.** The contractor must perform in accordance with the terms and conditions of the contract and this article and purchasing laws of the state of North Dakota.

**Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations. The contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the contractor subject subcontractors to the same provision.

**Cancellation Of Contract**. If the State Procurement Office cancels the contract for cause, the contractor or contractors are responsible for delivery of all items ordered prior to the cancellation, unless those orders had been canceled by the ordering agency.

**Indemnification** The contractor or contractors agree to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence. 4-03-04-03(2j)

**Title.** Title to items ordered shall not pass to the state until the items are received and accepted by the state. The contractor shall be responsible for any loss prior to the actual receipt of the items by the state or it's agent.

- The contractor or contractors must furnish the following at the time of delivery of the vehicles:
  - a. Certificate of origin
  - b. Warranty, warranty book and identification plate (if used)
  - c. Key numbers for all vehicles
- 2. Accessories, equipment and component parts are be factory installed.
- 3. Prior approval by ND State Procurement Office must be requested by the contractor for those items not made or installed at the factory.

## Pricing and Tax Information.

**Pricing:** The price is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the period of the contract.

**Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K.

**Escalator Clause.** The total bid price is to include all discounts and deductions, and is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the first 60 days of the contract period, after which time the contractor may submit a request for a price increase to the State Procurement Office. Requests for a price increase or decrease must include a copy of the manufacturer's official notice or other evidence that the

increase or decrease is applicable to all customers. Price increases will become effective 30 days after receipt of the request, except that the state reserves the right to accept or reject, within 30 days, or cancel the contract. All shipments are to be billed at prices in effect at the time of the order, not the date the shipment is made.

_				
·	214	CII	n	м.
		-		

ITEM NO.	DESCRIPTION	VENDOR	SPEC. NO	DELIVERY	BRAND	MODEL NO.	PRICE
1.	Mini Cargo Van	Rydell	SSP3-12	FOB Grand Forks	CHEV	CU12216	\$15,557.00
2.	Mini Cargo Van	Rydell		FOB Fargo	CHEV	CU12216	\$15,572.00
3.	Cargo Van	Rydell	SSP3-13	FOB Fargo	CHEV	CG13405	\$16,808.00
4.	8600 GVWR Cargo Van	Puklich Chev.	SSP4-23	FOB Bismarck	CHEV		\$16,457.00
5.	8600 GVWR Cargo Van	Puklich Chev.		FOB Fargo	CHEV		\$16,567.00
6.	9500 GVWR Cargo Van	Puklich Chev.	SSP4-26	FOB Bismarck	CHEV		\$18,763.00
7.	9500 GVWR Cargo Van	Puklich Chev.		FOB Fargo	CHEV		\$18,873.00
8.	12 Passenger Van	Puklich Chev.	SSP8-01	FOB Bismarck	CHEV		\$21,150.00
9.	12 Passenger Van	Puklich Chev.		FOB Fargo	CHEV		\$21,260.00
10.	SUV 4X4	Puklich Chev.	SSP13-2	FOB Bismarck	CHEV	Equinox	\$19,809.00
11.	SUV 4X4	Puklich Chev.		FOB Valley City	CHEV	Equinox	\$19,899.00
12.	SUV 4X4	Puklich Chev.		FOB Minot	CHEV	Equinox	\$19,879.00
13.	SUV 4X4	Puklich Chev.		FOB Dickinson	CHEV	Equinox	\$19,879.00
14.	SUV 4X4	Puklich Chev.		FOB Grand Forks	CHEV	Equinox	\$19,939.00
15.	SUV 4X4	Puklich Chev.		FOB Fargo	CHEV	Equinox	\$19,899.00